

Iowa City CSD

Iowa City EA (Support)

7/1/2005 6/30/2007

NEGOTIATED AGREEMENT
BETWEEN THE
IOWA CITY EDUCATION ASSOCIATION
PARAEDUCATORS
AND THE
IOWA CITY COMMUNITY SCHOOL DISTRICT

JULY 1, 2005 *through* JUNE 30, 2007

EQUITY STATEMENT

It is the policy of the Iowa City Community School District not to discriminate on the basis of race, creed, color, gender, national origin, religion, age, marital status, sexual orientation, veteran status, or disability, in its educational programs, activities, or employment practices. If you believe you have (or your child has) been discriminated against or treated unjustly at school, please contact Equity Director Marian Coleman at 509 S. Dubuque St., 688-1000. She will discuss the situation with you and, if you wish, help you file a grievance.

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ARTICLE I PREAMBLE

Whereas, the Board and the Association recognize that the aim of the Iowa City Community School District is to provide a quality education program for students, the parties agree that the attainment of this goal is the responsibility of the Board, Administration, Teachers, Support Staff, parents and the community at large, and

Whereas, the Board and the Association have agreed to negotiate in good faith with respect to the scope of negotiations as defined in Section nine of Chapter 20 of the Code of Iowa and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE II RECOGNITION

- I The Board of Directors of the Iowa City Community School District (herein after called the Board) recognizes the Iowa City Education Association (herein after called the Association) as the certified exclusive and sole bargaining agent for all personnel as set forth in PERB certification instrument (Case Nos. 2568 and 4152).

INCLUDED: All full time and regular part-time educational paraeducators including: Elementary Educational Paraeducators, Secondary Educational Paraeducators, Special Education Classroom Paraeducators Special Education Health Paraeducators, Health Paraeducators, Computer Paraeducators, Pre-school Paraeducators, and Interpreter Paraeducators.

EXCLUDED: Superintendent, Assistant Superintendent, Directors, Business Manager, Principals, Assistant Principals, all other certificated employees, and others excluded by Section 4 of the Act.

II Definitions

- A. The term "Board" as used in this Agreement, shall mean the Board of Directors of the Iowa City Community School District or its duly authorized representatives.
- B. The term "employee" as used in this Agreement, shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

- C. The term "Paraeducator" used in this agreement shall mean all employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

III Definition of Duties

The State of Iowa, Department of Education, defines educational associate as follows:

"281-12.4(9) Educational aide. An educational aide shall be defined as an employee or volunteer who, in the presence or absence of an instructional professional staff member but under the direction, supervision, and control of the instructional professional staff, supervises students on a monitorial or service basis; and works with students in a supportive role under conditions determined by the instructional professional staff responsible for the students, but not as a substitute for or a replacement of functions and duties of a teacher as established in sub rule 12.4(8).

In the Iowa City Community School District the above Department of Education definition will be operative except for the inclusion of "volunteer persons". However, nothing in this agreement shall be construed to deny the Board's use of volunteer persons in the schools.

- IV District-wide criteria for each classification shall be provided. The criteria shall be established by a joint Association-District Committee.

ARTICLE III IMPASSE PROCEDURES

I Definition

Impasse is the failure of a public employer and public employee organization to reach agreement in the course of negotiations.

II Applicable Procedures

The independent impasse resolution procedures set forth in this article have been agreed upon pursuant to Section 19 of the Iowa Public Employment Relations Act.

II Mediation

If, by the date specified by Chapter 20, Code of Iowa to declare impasse, agreement between the parties has not been reached, either party may send notification of impasse to the Public Employment Relations Board (PERB Board).

That official notification shall include a list of all items upon which agreement has not been reached and a date when mediation will begin.

At the time the official notification of impasse is transmitted to the PERB Board, a request will be made to the Federal Mediation and Conciliation Service to designate a mediator. If a mediator from this source is not available within five (5) days after the request is made, either party may request the PERB Board to appoint a mediator. Both parties shall continue bargaining until a mediator is appointed. It shall be the function of the mediator to bring the parties together to effect a settlement of the dispute, but the mediator may not compel the parties to agree.

The costs of mediation shall be shared equally by the parties to the dispute, as called for in Section 7.3(7) of the PERB Rules.

IV Arbitration

If an impasse persists 15 days after the mediator has first met with the parties, or if no agreement is reached by April 1st, either party may give notice to the other of arbitration. Within five (5) days of such notice the parties shall meet and attempt to select a single mutually acceptable arbitrator. If agreement on the arbitrator is not reached within such five (5) day period, either party may request a list of five (5) arbitrators from PERB. Within three (3) days of the receipt of such list, the parties shall determine by lot which party shall have the right to strike a name from the list first. As a result of five alternate strikes each, the remaining person shall be selected as the arbitrator. Promptly thereafter, the parties shall jointly submit to the designated arbitrator a draft of agreements previously reached and a list of impasse items, and each party shall submit its positions on such impasse items. Prior to the time the package is submitted to the arbitrator, the parties will exchange final offer packages. Such exchange will occur two weeks in advance of the arbitration hearing so that both sides will have the opportunity to negotiate and discuss the final package presented to the arbitrator. Neither party may amend the final offer unless agreed to by both parties.

Only such specified impasse items shall be heard and considered by the arbitrator. The parties may continue to negotiate during the arbitration proceedings, provided that the arbitrator shall not participate therein.

Within twenty (20) days of the selection of an arbitrator a hearing shall be held by the arbitrator during which the parties shall present evidence relevant to such impasse issues. The arbitrator may examine witnesses and require the attendance of witnesses and the production of documents. The parties shall have the right to submit written briefs and arguments in support of their positions at or before such hearings.

Within fifteen (15) days after such hearings, the arbitrator will issue to the parties his/her written opinion and award with specific findings, conclusions and explanation thereof. The arbitrator shall determine which of the parties' position on all impasse items constitutes the most reasonable final offer. The arbitrator shall then select the final offer in its entirety, of one of the parties and shall issue an award incorporating that offer without modification. The arbitrator's opinion shall be final and binding except to the extent his/her authority is limited to Section 17.6 of the Public Employment Relations Act. The arbitrator shall consider: Past collective bargaining contracts between the parties; the items previously agreed upon by the parties, including the costs thereof; a comparison of wages, hours and conditions of employment of the employees involved with those of other public employees doing comparable work in the area of the state involved; the interests and welfare of the public; the ability of the employer to finance economic adjustments and the effect of such adjustments on the normal standard of service; the rights and responsibilities of the employer identified in the Iowa Public Employment Relations Act and under any relevant statutes, rules or regulation, or judicial decisions; and the power of the employer to levy taxes and appropriate funds for the conduct of its operation.

The costs of arbitration shall be shared equally by the parties to the dispute except that the costs of either party's witnesses and representatives shall be borne by the party.

V Regulatory Applications

The Iowa Public Employment Relations Act and all Public Employment Relations Board rules and regulations apply to this impasse procedure except for those deviations from Section 20-22 of

the Act that are essential to the implementation of this impasse procedure.

- VI It is mutually recognized that these impasse procedures will be in effect for collective negotiations that occur during all negotiations that occur under the provisions of the Iowa Public Employment Relations Act.

ARTICLE IV GRIEVANCE PROCEDURES

I Grievance

- A. A grievance shall be defined as an employee's complaint of an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- B. Each employee covered by this Agreement and the Association shall have the right to present grievances in accordance with these procedures.

The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing. A request to extend the time limits shall be made prior to the deadline date. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and/or work activities of the employee or any other employee. However, if there is mutual agreement, in writing, to process the grievance during the school day, the employee and an Association representative, if Association representation is desired by the employee, shall be released to attend the grievance proceedings.

C. First Step

Within ten (10) school days from the date of the event giving rise to the grievance, an attempt shall be made to resolve the grievance in informal discussion between the grievant and his/her immediate supervisor. The employee has a right to representation at this and every step of the grievance process.

Second Step

If the grievance cannot be resolved informally, the grievant may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the supervisor. The written grievance shall state the nature of the grievance, note the specific clause or clauses of the Agreement that are alleged to be violated by the grievance, and state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of the informal meeting date. The supervisor shall make a decision in the grievance and communicate it, in writing, to the employee and the superintendent within ten (10) days after receipt of written notice of the grievance.

Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the grievant may file within five (5) school days of the supervisor's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) school days after such written grievance is filed, the grievant and the superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee and the supervisor.

Fourth Step

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth and final step. Within fifteen (15) school days, the Association and the grievant may submit the grievance in writing to a binding arbitration. A grievant may submit a grievance to arbitration only with approval of the Association. Within ten (10) school days of written notice to submit the grievance to arbitration, the Board or the superintendent and the Association representative shall meet and attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment from the arbitrator, a request for a list of seven (7) arbitrators will be made to the Federal Mediation and Conciliation Service.

Each of the two parties will alternately strike one name at a time from the list until only one name shall remain. The remaining name shall be the arbitrator.

The arbitrator so selected shall confer with the Board or the superintendent or designee and the Association to set the time and date in order to hold hearings promptly. Selection of the hearing site shall occur no later than three (3) days prior to the hearing.

The arbitrator shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing, by the Board and the employee, and his/her decision must be based solely and only upon his/her interpretation of meaning or application of the expressed relevant language of this Agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Association.

II Board Policy Grievance

Grievances regarding issues of an employee's complaint of an alleged violation outside of the provisions of this agreement shall be processed under the grievance procedures provided in the Board Policy 402.10.

III Miscellaneous

A. No Reprisal

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in this grievance procedure.

B. Separate Grievance File

All documents, communications, and records dealing with a grievance shall be kept in a grievance file that is separate from

the employee's personnel file. Each employee shall have the right to review the contents of his/her grievance file. A representative of the Association at the employee's request may accompany the employee in review.

C. Year End Grievance

The time limits for grievances extending beyond the close of the school year shall consist of District work days.

D. Original Copies

Beginning with the formal step (Step Two) of the grievance, the original copy of the grievance form (Appendix A) shall be signed and returned to the employee.

E. Expiration of Contract

If a grievance is filed prior to the end of the contract term, it will be processed under the terms of the ARTICLE even though the contract expires prior to the time the grievance is resolved (or submitted to binding arbitration).

ARTICLE V AUTHORIZED PAYROLL DEDUCTIONS

I Authorization

Employees must present written authorization to the District Business Office fifteen (15) days prior to the pay date for which they request dues deduction to begin. The authorization form is set forth in Appendix C.

II Termination

An employee may terminate any authorized payroll deduction at any time by giving thirty (30) days written notice to the Board. The Board will forward a copy of such notice to the Association.

III Hold Harmless Clause

The Association agrees to indemnify and hold harmless the Board of Directors, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this Article.

IV Other Deductions

It is mutually understood there are limitations on the number of payroll deductions. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, insurance, or any other plans or programs approved by the employee.

ARTICLE VI WAGES AND SALARIES

- I The basic compensation of each employee shall be set forth in Appendix E. All employees shall advance one step on the salary schedule found in Appendix E. There shall be no deviation from said compensation rates during the life of this agreement.

II Payment

A. Pay Periods

Each employee shall be paid in one equal installment on the 15th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee. Employees shall have the option of being paid over 10 months or 12 months.

B. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

III Expenses of Traveling Employees

Employees who may be requested to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed at the maximum rate allowed by state law for all driving done between arrival at the first location at the beginning of their work day and the last location at the end of their work day. All travel required to get to and from work is the responsibility of the employee.

IV Initial Placement

A. New Employees

Employees new to the district will be placed on probation for a 60 day period. New employees will be placed at their appropriate place on the salary schedule, but no higher than Step 3. Experience working in a licensed day care facility or K-12 school shall be a primary reason for placement beyond Step 1 on the salary schedule. Such experience shall be evaluated at the district office, and it shall be the responsibility of the employee to supply information supportive of salary schedule placement.

Generally, two years of related experience, as determined by the superintendent/designee, may result in credit of one additional step on the salary schedule for a new employee.

- B. Individuals with experience in the district may be given full credit for such experience if it is determined that the experience is judged to have involved interactions with students that will transfer to the paraeducator position being assigned. Such judgments shall be determined by the district and are not subject to the grievance procedures of this agreement.

V Longevity

When an employee has completed five (5) years of service they will be paid an hourly wage that is \$.50 cents per hour above the employee's step of the new contract year salary.

When an employee has completed ten (10) years of service they shall be paid an hourly wage that is \$1.00 per hour above the employee's step of the new contract year salary.

When an employee has completed fifteen (15) years of service they shall be paid an hourly wage that is \$1.50 per hour above the employee's step of the new contract year salary.

VI Severance Pay

Employees who are retiring after having been employed by the Iowa City Community School District for at least fifteen (15) years and who are eligible to receive IPERS or Social Security retirement benefits will also be eligible for a severance pay upon retirement. Severance pay will be figured by the district paying the employee a day's pay at his/her present daily rate for each two days of unused sick leave the

employee has accumulated not to exceed an amount over \$2,000 (two thousand dollars) per employee. This payment shall be considered a part of the employee's final paycheck. Should an employee who has applied for and been granted this benefit die prior to receipt of the payment, the employee's designated beneficiary shall receive the respective payment.

ARTICLE VII INSURANCES

I. Health Insurance

The Board shall select for full time employees and members of the employee's immediate family, including domestic partner, a health and major medical insurance plan that includes the following:

A. Health and Major Medical

1. Hospitalization for a maximum of 365 days at semi-private room rates with convalescent care at one-half (1/2) the rate for double the number of days, or that which is usual, customary, and reasonable with the plan paying 90 (ninety) percent and patient paying 10 (ten) percent for Tier I providers, 80/20 eighty/twenty) for Tier II providers, and 70/30 (seventy/thirty) for Tier III providers. Hospitalization costs for Tier I are applied to a \$200 (two-hundred) per person or \$400 (four hundred dollar) per family/domestic partner deductible. Hospitalization costs for Tier II are applied to a \$500 (five hundred) per person or \$1000 (one thousand) per family/domestic partner deductible. Hospitalization costs for Tier III are applied to a \$1,500 (one thousand five hundred) per person or \$3,000 (three thousand) per family/domestic partner deductible. Tier I total Co-payments, Coinsurance and Deductible shall not exceed \$500 (five hundred) per individual per calendar year or \$1,000 (one thousand) per family/domestic partner per calendar year. Tier II total Co-payments, Coinsurance and Deductible shall not exceed \$1,000 (one thousand) per individual per calendar year or \$2,000 (two thousand) per family/domestic partner per calendar year. Allowed Charges accumulated in Tier I and Tier II will be applied to both the Tier I and Tier II Out of Pocket and Deductible. Tier III total Co-payments, Coinsurance and Deductible shall not exceed \$2,000 (two thousand) per individual per calendar year or \$4,000 (four thousand) per family/domestic partner per

- calendar year. Allowed Charges accumulated under Tier III apply to Tier III Deductible and Out-of-Pocket only.
2. Intensive care at prevailing rates or that which is usual, customary, and reasonable. (Subject to the same limits as above hospitalization co-pays, deductibles, and maximum out-of-pocket expenses.)
 3. Supplemental benefits or other hospital services to include costs of special facilities and medical supplies will be paid according to the DXL (diagnostic, x-ray and lab) of the plan with the plan paying 90 (ninety) percent and patient paying 10 (ten) percent for Tier I providers, 80 (eighty)/20 (twenty) for Tier II providers, and 70 (seventy)/30 (thirty) for Tier III providers. DXL costs are applied to the previously stated deductibles and maximum out of pocket limits of Tier I, II, or III.
 4. Surgical Benefits. Payment for every known medically acceptable operation considered usual, customary, and reasonable with the plan paying 90 (ninety) percent and patient paying 10 (ten) percent for Tier I providers, 80 (eighty)/20 (twenty) for Tier II providers and 70(seventy)/30 (thirty) for Tier III providers. Surgical costs are applied to the previously stated deductibles and maximum out of pocket limits of Tier I, II, or III.
 5. Major medical coverage under Tier I paying 90 (ninety) percent of the expenses, or a maximum of \$2,000,0000 (two million) per member per contract year with the previously stated deductibles and maximum out of pocket limits of Tier I, II, or III.
 6. Prenatal and postnatal care for normal birth will be paid as a \$100 (one hundred) co-pay per pregnancy for Tier I, Tier II is \$250 co-pay (Deductible does not apply to either tier) and Tier III is 70 (seventy) percent after the deductible has been paid. Complications will be covered under DXL and hospitalization guidelines.
 7. Out-patient diagnostic x-rays and lab services to be paid 90 (ninety) percent by the plan and 10 (ten) percent by the employee for Tier I providers, 80 (eighty)/20 (twenty) for Tier II providers and, 70 (seventy)/30 (thirty) for Tier III providers after the deductible has been met. DXL costs are applied to the previously stated deductibles and maximum out of

pocket limits of Tier I, II, or III except for Tier I Preventative Examination is 100% and the deductible does not apply. Preventative Examination under Tier II is 100% and the deductible does not apply. Preventative Examination is not available under Tier III.

8. Prescription drugs (legend) are covered with the following co-pays: \$5.00 (five) for generic drugs, \$10.00 (ten) for preferred name brand, and \$25.00 (twenty-five) for non-preferred name brands. Covered legend drugs are defined as such by the insurance carrier. Usually they are those drugs which under Federal law, are required to bear the label: "Caution: Federal law prohibits dispensing without prescription." Injectable insulin, which does not require a prescription, is also a covered drug. There are maximum out-of-pocket expenses of \$500 (five hundred) individual and \$1000 (one thousand) family for prescription drugs. These expenses are not included as part of the deductible of the plan and are not integrated with other health insurance co-payments, deductibles or out of pocket limits.

9. Routine Wellness

- a. Routine physicals/Office Visits with Tier I/II primary care physician: \$10 /\$25 (ten/twenty-five) co-pay per visit. With Tier I/II specialist: \$15/\$25 (fifteen/twenty-five) co-pay per visit. The balance of the Allowed Charge paid at 100%. Deductible does not apply. Tier III does not cover routine physicals and only covers office visits at 70 (seventy) percent after the deductible. Routine wellness includes all preventative screening procedures and immunizations that are considered usual and customary given age, family history, or other risk factors.
- b. Well child care reimbursed at 100% after the \$10/\$15 (primary care physician/specialist) co-pay for Tier I or the \$25/\$25 co-pay for Tier II as stated above. Tier III Well Child Care reimbursement for primary care physician or specialist is 70% of Allowed Charge for children newborn through 6 years of age. Deductible does not apply. Services under Tier III not covered for children age 7 years and up. Coverage includes reimbursement for routine physical examination as well as developmental assessment, anticipatory guidance, x-rays, immunizations and laboratory services.

The Board shall provide an insurance plan booklet explaining the benefits provided by the district's insurance to all employees. Employees should refer to the insurance plan booklet for more specific explanations of their coverage.

B. Life

Life insurance will be in an amount equal to the nearest \$1,000 of annual salary. Salaries of \$500 and more will be rounded up to the next \$1,000.

C. Disability

Each full time employee shall be covered by a long term disability insurance providing for income protection to age 70. Benefits shall include 70% of covered monthly compensation to a maximum benefit of \$1,000 less any payments for that month for which the employee is eligible under the Federal Social Security Act, Workers' Compensation Act, or other similar legislation or under any other group plan providing benefits for loss of time from employment.

Covered monthly compensation is defined as one-twelfth of annual salary up to the maximum allowable. Benefits shall be paid consistent with the provisions of the policy selected.

D. Liability

The District shall provide employees with liability insurance for coverage in job related performance of duties.

E. Worker's Compensation

The school district shall provide workers' compensation insurance as provided by State law.

F. Salary Reduction

1. The district will provide a salary reduction plan, under which it will deduct from employees' monthly wages amounts specified by employees to be applied to:
 - employees' portion of health and major medical insurance premiums;
 - unreimbursed medical expenses; or

- employees' dependent care expenses.
2. Employees electing to participate in the salary reduction plan will annually execute an election form specifying the amounts to be deducted from their wages by the District.
 3. The provisions of this Section are subject to the provisions, terms and conditions of the salary reduction plan and the District's insurance policies and plans.
 4. The District will select a third party administrator to implement the salary reduction plan.

G. Dental

Employees shall have the option of purchasing group dental insurance at their own expense, using the Salary Reduction Option above.

The Board shall select for full time employees and members of the employee's immediate family, including domestic partner, a dental insurance plan that includes the following specifications:

1. Check-ups and teeth cleaning. 100% of routine examinations and teeth cleaning once every six (6) months, including bit-wing x-rays at 12 month intervals. Full mouth x-rays once in any three (3) year interval unless special need is shown. Topical Fluoride applications as prescribed, but not more than once in any six (6) month interval.
2. Cavity repair and tooth extractions. 80% of emergency treatment for relief of pain. Regular cavity fillings (amalgam, stainless steel crowns, synthetic porcelain and plastic fillings). Oral surgery (tooth extractions and other oral surgery, including pre and post-operative care).
3. High cost fillings, root canals, gums and bone diseases (non-surgical). 80% of gold fillings when other filling materials cannot be used. Crowns and jackets when necessary and fillings cannot be used. Non-surgical treatment for gum diseases. Root canal fillings.
4. Dentures and bridges. 50% of bridges, partial dentures and complete dentures (no coverage for lost or stolen dentures).

5. Teeth straightening. 50% of treatment necessary for the proper alignment of teeth. Limited to unmarried dependent children under a family contract to age 19.
6. Gum and bone disease (surgical). 50% of surgical procedures necessary for treatment of diseases of the gums and bone supporting the teeth.

The insurance carrier will pay up to \$750 per eligible member per year for covered benefits 1, 2, 3, 4 and 6. The insurance carrier will pay up to \$750 per eligible member per lifetime for covered Benefit 5.

II Disclaimer

The district's role is limited to the selection of the insurance carrier and the below listed payment of premiums. Any concerns arising from payment of claims is to be handled between the appropriate insurance company and the individual client. In no event will the district be required to act as the insurer in any claim.

III Coverage

To enroll in the various insurance programs, an employee must provide the necessary written information within thirty days from the date of employment. Employees eligible for health insurance coverage may open enroll into the district health insurance plan at the beginning of a new contract year OR upon an "event" as defined by the health insurance carrier. Failure to provide such information to the district's Payroll/Human Resources Office within the 30 day limitation shall bar the employee from enrollment in the insurance program consistent with the insurance carrier's requirements. The district shall provide the appropriate enrollment to each employee within a week of the Board approval date of hire. A full time employee for insurance purposes is one whose contract requires that s/he perform thirty hours of work or more per normal work week for not less than an expected nine months per twelve month period.

IV Premiums

The district shall pay the full cost of premiums for medical, life, workers' compensation, and disability insurance for all full time employees. The cost of the family medical insurance plan for full time employees eligible for and enrolled in such a plan in excess of the payment above shall be paid by the employee through a payroll

deduction. Employees working less than 30 hours per week but more than 20 hours per week may voluntarily participate in the health and medical insurance program at their own cost.

V Description and Enrollment

The district shall provide each employee a brochure describing life, disability and medical insurance benefits at the beginning of each work year. It shall be the responsibility of the individual employee to assure that s/he is properly enrolled.

VI Physical Reimbursement

The District will reimburse the employee for his/her actual expenses incurred when undergoing the required physical exam up to a maximum of \$40.00.

ARTICLE VIII LEAVES

I Sick Leave

A. Accumulative Benefits

In case of personal illness or injury, the employee shall be granted full pay for ten (10) days the first year, eleven (11) days the second year, twelve (12) days the third year, thirteen (13) days the fourth year, fourteen (14) days the fifth year, fifteen (15) days the sixth and subsequent years with a maximum accumulation of one hundred twenty (120) days, excluding the current contract year.

A day of sick leave shall be equal to the length of the employee's normal work day. The minimum unit of sick leave used shall be a half-day unless sick leave in one-hour increments for an acute medical condition is used. When a substitute is normally required, but arrangements have been made with the employee's building principal or designee for coverage of the employee's assignment, sick leave for an acute medical condition may be taken in one-hour increments up to a maximum of two hours per day.

All employees shall be entitled to sick leave days as of the first official day of work whether or not they report for duty on the first day of the school year calendar.

B. Confirmation

The Board of Directors, as authorized in Section 279.40 of the Code of Iowa, shall require, in each instance, such reasonable evidence as it may desire confirming the necessity for the use of sick leave.

C. Notification of Accumulation

Employees shall be notified of accumulated sick leave no later than the first paycheck of each school year.

D. Extended Leave

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the employee. An employee on extended leave may continue in the health insurance group plan at his/her own expense.

E. Family Illness

All employees shall be granted use of sick leave at full pay for illness of an employee's immediate family as defined in "Bereavement Leave." A maximum of five (5) days per year shall be allowed for this use and shall be charged against the employee's sick leave accumulation. When a substitute is normally required, but arrangements have been made with the employee's building principal or designee for coverage of the employee's assignment, family illness for an acute medical condition may be taken in one-hour increments up to a maximum of two hours per day.

II Temporary Leaves of Absence

A. Paid Leave

Employees shall be entitled to the following temporary leaves of absence with full pay for each school year.

1. Personal

Employees shall be granted one (1) day leave per year for personal reasons. Employees may carry over a maximum of

two (2) days of personal leave to the following school year, to accumulate to a maximum of three (3) days. A personal leave day may be used for any purpose at the discretion of the employee. However, no personal leave will be granted the day before or the day after Thanksgiving, winter break or spring break. No personal leave will be granted during the first three weeks and last two weeks of the school year. This is calculated by counting the first full or partial three and last full or partial two weeks of the employee's work year. In unusual circumstances an employee may appeal to his/her immediate principal/supervisor and the superintendent or his/her designee for an exception.

An employee planning to use a personal day shall notify his/her supervisor at least three (3) days in advance, except in cases of emergency. Personal leave may be used in minimums of one (1) hour increments if no substitute is involved and in a minimum of one half (1/2) day increments if a substitute is involved.

2. Jury and Legal

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial proceeding which does not involve the business of the employee shall be granted paid leave for the time necessary to serve on the jury or appear in the judicial proceeding. Any fees or remuneration the employee receives during such leave shall be turned over to the Iowa City Community School District.

3. Association Leave

Up to five (5) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. The employee to be absent will give at least five (5) school days prior notification to his/her supervisor and the superintendent's designee. The Association will pay the cost of the substitute if one is hired.

4. Technical Training

Each employee may apply for a maximum of five (5) days to be used for employee technical training leave. The employee shall apply to his/her supervisor at least one (1)

week in advance of his/her absence. If approved, the leave expenses for the training shall be paid by the district.

5. Bereavement

Employees shall be granted a leave of absence up to five (5) days at full pay for funerals of immediate family.

The immediate family shall be considered to mean: the employee's spouse/domestic partner, and the child, foster child, stepchild, legal ward, son-in-law, daughter-in-law, parent, foster parent, step-parent, father-in-law, mother-in-law, brother, sister, foster brother, step brother, foster sister, step sister, brother-in-law, sister-in-law, grandchild, aunt, uncle, niece, nephew, grandmother, grandfather or great relative in any of the above mentioned categories of the employee or the employee's spouse/domestic partner. The employee shall file with his/her principal/supervisor, a bereavement leave form within three (3) days of their return.

Employees shall be granted one (1) day of paid bereavement leave annually to attend funerals of other relatives or close friends. This may be used in minimum one hour (1) increments, if no substitute is involved and in a minimum of ½ day increment if a substitute is involved.

6. Emergency Leave

Employees shall be granted two (2) days of paid leave for an emergency which requires the presence of the employee. An emergency is defined as "an unexpected occurrence or set of circumstances which demand the immediate attention and presence of the employee." The types of absences for which emergency leave may be approved are:

- a. Accident involving his/her property, or the person or property of a member of his/her immediate family as defined in Bereavement above of such an emergency nature that the immediate presence of the employee is required during the working day.
- b. Serious or critical illness of a member of the immediate family as defined in Bereavement above which requires the services of a physician and of such an emergency nature the immediate presence of the employee is required.

- c. Other real emergencies, not specified above, which require the presence of the employee. Emergency leave will not be granted for funerals except for special cases of funerals of people associated with the school district (IE: someone working for the district or someone who has worked for the district within the last five years).

Emergency leave may be used in minimums of one (1) hour increments if no substitute is involved and in a minimum of one half (1/2) day increments if a substitute is involved. Emergency leave cannot be used for personal legal issues. Approval to be absent for emergency purposes shall be granted by the superintendent or his/her designee.

Only the superintendent or his/her designee may determine whether the absence qualified as an emergency leave. The employee shall notify his/her principal/supervisor prior to the commencement of emergency leave.

7. Parental Leave

All employees shall be eligible for parental leave following the birth or adoption of a child. Employees will be granted parental leave up to a maximum of five (5) days for the birth of a child. Employees will be granted parental leave up to a maximum of ten (10) days for the adoption of a child. The leave will be charged against the employee's accumulated sick leave.

8. Good Cause

Other temporary leaves of absence with pay may be granted for good cause as approved by the superintendent or his/her designee.

B. Unpaid Leave

Other temporary leaves of absence without pay may be granted for good cause.

III Extended Leaves of Absence

An employee is eligible to apply for an extended leave without pay or benefits. Such a leave may be granted for one (a) contract year or any part thereof. Such application shall be forwarded to the

superintendent or designee in writing and shall state the reason for the leave and the anticipated date of return. Employees granted an extended leave will not be guaranteed a return to their current position. Notification of intent to return to the district shall be made in writing to the Board by March 15 of the year the employee is on leave. Failure to comply with the above notification date will be treated as a voluntary resignation. The employee shall provide the district with a forwarding address.

- IV Employees absent from work for two (2) consecutive days without proper prior notification to the district of the leave shall be considered to have voluntarily resigned.

ARTICLE IX HOURS

- I The normal work week for all employees shall be limited to five (5) days.
- II The work day for those employees working four (4) hours or more shall include a duty free unpaid lunch period of at least thirty (30) minutes duration which normally will occur between 11:00 a.m. and 1:30 p.m. An employee may waive this unpaid lunch period with the consent of the supervisor.
- III Employees working six (6) or more hours per day will be entitled to two (2) fifteen (15) minute break times. Employees working less than six (6) hours during the normal work day may receive one (1) fifteen (15) minute break.
- IV Starting and ending times for the work day shall be determined by the needs of the job as determined by the supervisor.
- V If school is released early or begins late for inclement weather or other circumstances the following will apply to all paraeducators: See Appendix D. In all of these circumstances, it is ultimately the decision of the employee to determine their own personal safety.

ARTICLE X SAFETY PROVISIONS

- I Unsafe and Hazardous Conditions

The school district shall maintain conditions of work that do not unnecessarily expose employees to hazardous work conditions.

Special clothing, equipment, and devices will be provided as required by applicable state or federal rule or regulation.

II Student Management

Each year employees shall be notified of the current district and building policies regarding student management.

III Job Related Injuries

The district shall provide workers' compensation insurance as provided by state law to cover job related injuries.

IV Liability Coverage for Employee

The Board shall secure and pay premiums for a liability policy as required by State law for employees which shall provide for the legal defense and coverage of liability claims filed against the employee based upon certain work related activities as provided for in the liability policy.

V Reimbursement for Personal Property Damage

The Board shall reimburse employees for the reasonable cost of any clothing, eyeglasses, dentures, or personal property damaged or destroyed while the employee is acting in the discharge of his/her duties within the scope of his/her employment. This provision does not apply to lost or stolen items. All employees will be provided access to a lockable storage area for personal items.

VI Bomb Threats

In all cases where a school official is notified of a bomb threat, the affected building or buildings shall be evacuated when the proper authorities deem it necessary. No employee shall be required to search for a bomb.

ARTICLE XI FACILITIES AND EQUIPMENT

I Facilities and Equipment

The Association and its members shall have the right to hold meetings on school property provided such meetings do not interfere with school activities. The Association shall pay for the reasonable

cost of all materials and supplies incidental to such use. Such requests to use district facilities must be submitted at least 3 school days in advance of any use of school facilities.

II Communications

The Association shall have the right to post notices on employee bulletin boards in areas not open to the public or students. The Association members may use the district mail service and mail areas provided for them by the building principal for communication to employees.

III Mail Space

The district will provide a separate mail box, folder or basket designated with the employee's name for each employee.

ARTICLE XII EMPLOYEE EVALUATION PROCEDURES

I Employees Working 30 Hours or More per Week

A. Notification

Prior to the end of September, the supervisor shall acquaint each employee under his/her supervision with the evaluation procedures, standards, and instruments and advise each employee as to the designated supervisor who will be the primary evaluator of his/her performance. No formal evaluation shall take place until such orientation has been completed.

B. Probationary Period

For evaluation purposes the probationary period will be defined as the first 60 working days of employment or the first 60 working days in a new position.

Employees in the above probationary period shall be evaluated prior to the end of the period. The evaluator may rank the employee as satisfactory or unsatisfactory. An unsatisfactory employee may be recommended for dismissal.

Observations shall be held at a time agreed upon by the employee and supervisor.

Nothing in this article shall be construed to limit the total evaluation to only the formal observation of the employee.

C. Non-Probationary Employees

All non-probationary employees shall be evaluated at least once every three (3) years.

D. Formal Evaluations

All formal evaluations shall include observations and may include input from appropriate professional employees who can provide an assessment of the employee's competence.

Observations shall be held at a time agreed upon by the employee and supervisor.

Nothing in this article shall be construed to limit the total evaluation to only the formal observation of the employee.

E. Conference

The evaluator shall discuss the employee's evaluation in an evaluation conference.

F. Evaluation Report

Each employee shall receive a written copy of the formal evaluation within seven (7) working days following the conference. The employee and the evaluator(s) must confirm this by their signatures on all copies of the evaluation. The employee's signature does not necessarily indicate agreement with the contents of the evaluation; it does indicate the employee has been informed of the contents. Within a seven (7) working day period from receipt of the written evaluation an employee may write a response to the content of the evaluation that will be attached to the formal evaluation. All evaluation reports shall be filed in the employee's personnel file. The formal written evaluation report will indicate whether performance is satisfactory or unsatisfactory.

G. Remediation

The obligation for remediation shall remain at all times with the employee. In case the employee's performance is

unsatisfactory, the appropriate supervisor shall provide the employee with definite guidelines to improve the quality of work and to eliminate difficulties noted in any evaluation. If the supervisor deems the difficulties to be serious, the guidelines for improvement shall be noted in writing and a signed copy retained by the supervisor and the employee.

The employee shall have the responsibility of carrying out the suggested improvements. Results of written remediation guidelines will be reduced to writing and shared with the employee.

II All Employees

A. Informal Evaluation

In addition, all employees shall be continuously evaluated informally. A verbal discussion between the employee and employer concerning the informal, continuous evaluation may be sufficient with this evaluation; however, if the employer deems a written evaluation is necessary, the procedures detailed in Sections B through G above shall be followed.

B. Evaluation File Review

1. Each employee shall have the right at any time to review the contents of his/her personnel file. A representative of the Association, at the employee's request, may accompany the employee in this review.
2. The Board or its administrative representative, including building principals, shall not establish any evaluation file which is not available for the employee's inspection.
3. The employee shall have the right to respond to all materials contained in said file and to any materials placed in said file in the future. Such employee responses shall become a part of said file.
4. Any complaints directed toward an employee which are placed in his/her file are to be called to the employee's attention in writing. Materials supporting such complaints may be filed without notification to the employee.

5. Material mutually defined as obsolete by the evaluator and individual being evaluated shall be removed from the personnel folder and destroyed.

C. Evaluation File Reproduction

The employee shall have the right to reproduce any of the contents of his/her file at his/her expense.

D. Evaluation Criteria

Factors which the district designated evaluators shall consider are set forth within the employee evaluation instrument which is set forth in Appendix B.

E. Remediation

The obligation for remediation shall remain at all times with the employee. In case the employee's performance is unsatisfactory, the appropriate supervisor shall provide the employee with definite guidelines to improve the quality of work and to eliminate difficulties noted in any evaluation. If the supervisor deems the difficulties to be serious, the guidelines for improvement shall be noted in writing and a signed copy retained by the supervisor and the employee.

The employee shall have the responsibility of carrying out the suggested improvements. Results of written remediation guidelines will be reduced to writing and shared with the employee.

F. Grievance

Evaluation procedures are subject to the grievance procedures of this agreement. Judgments of the evaluator reflected in the evaluation are not subject to the grievance procedure except in those instances in which the employee believes those judgments to be unfair, unjust, or inaccurate and are used in one of the following ways:

1. Denial of a "normal" salary increase. A normal salary increase is defined as that increase which would occur among other staff at the same place on the salary schedule.

2. Article XV of this agreement will govern in the event an evaluation grievance becomes part of a procedure to terminate employment.
3. Suspension without pay. Suspension without pay is defined as time that employees are not allowed to work and for which the employee does not receive pay.
4. Placement on probation.

The evaluation grievance will be processed in accordance with procedures outlined in Article XV of this agreement.

ARTICLE XIII SENIORITY

- I Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first day of work.

Seniority shall be counted by days of work. Seniority shall be computed by hours of work with 5 hours or more per day counted as a full day of seniority and less than 5 hours counted as a .50-day.

In the event seniority is tied, the district has the right to select which of the employees whose seniority is tied will be chosen for staff reduction.

- II Seniority shall be lost by an employee upon dismissal, resignation, retirement or when recall rights are lost.
- III Seniority shall be frozen and not accrue if an employee transfers to a position in the district not covered by this contract or while on an unpaid leave, or while on recall as a result of a staff reduction.
- IV A year of service consists of employment for 90 working days or more in one school year.
- V On or about October 31 of each school year, the Superintendent/designee will provide the association with a list showing the seniority of each employee.

ARTICLE XIV STAFF REDUCTION

I Layoffs

A. If a position is to be eliminated within a seniority category, the Board shall give written notification of reduction to the least senior employee in the category by June 1st. Seniority categories are:

1. Elementary Paraeducators and Preschool Paraeducators
2. Secondary and Computer Paraeducators
3. Special Education Paraeducators
4. Health Paraeducators (as defined in Appendix D)
5. Interpreter Paraeducators

B. On or about September 30 of each school year, the Superintendent will provide the Association with a list showing the seniority through the current school year, of each employee employed by the Board, and will, thereafter, promptly notify the Association of any changes in said list.

II Reduction in Hours

If the hours of a position are to be reduced for the next year, the employee holding that position shall be given the opportunity to apply for any vacancy for the next year in that building which has the same or a greater number of hours. If more than one position is to be reduced in hours, the applications will be considered in order of seniority. The employee affected by a reduction in hours will be notified at least ten (10) work days prior to the issuance of contracts or layoff notices as defined in Article XV, Dismissal Procedure.

III Recall

A. Reduced or laid off employees will be recalled in the order of the person with the most district seniority being recalled first to any vacant bargaining unit position for which they are qualified.

Whenever possible, a person will be recalled to the same job category s/he held prior to reduction. In each of the three recall situations below, a seven (7) calendar day period pertains:

1. If an employee turns down two positions offered simultaneously in his/her salary category with hours that

range from a ½ hour greater to ½ hour less than those hours from which they were reduced, then the employee will lose all recall rights.

2. If only one position is available in the employee's salary category, the employee may be offered a position in a different salary category within the range of hours. In this case, refusal of these two positions will cause loss of recall rights.
3. If there exists one and only one position and it meets all criteria for recall based upon the previous position held, then if the employee turns down the position, the employee loses recall rights.

If an offered reduction in hours would cause an employee to lose insurance benefits or seniority rights, the employee may refuse the recall and still retain recall rights.

- B. Notice of recall will be given by telegram or registered mail to the last address given to the Board by the employee or by personal notification by direct conversation with the employee. It shall be the responsibility of the employee to keep the office of Human Resources informed of his/her current address. If an employee fails to respond within seven (7) calendar days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered. An employee who is recalled must be prepared to assume the position offered within fourteen (14) calendar days after receipt of the recall notice.
- C. An employee who is reduced will remain on the recall list for twelve (12) months after the effective date of reduction unless the employee waives recall rights in writing or refused a recall within the above provisions which would result in recall rights being lost.

IV Benefits

- A. All benefits to which an employee was entitled at the time of his/her reduction, including unused accumulated sick leave, will be restored to the employee upon his/her recall and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's seniority.

V Compliance

Notwithstanding any other provision in the Agreement, no vacancy in a bargaining unit position will be filled by the Board until the procedures set forth in this Article have been complied with.

ARTICLE XV DISMISSAL PROCEDURE

I Notice

On or before June 15, the Board shall give to each employee:

- A. A written notification of the employee's assignment and work hours for the next succeeding year.
- B. The district has the right at any time to give an employee fourteen (14) days notice that his/her employment may be terminated.
- C. An employee has the right to end his/her employment with fourteen (14) days notice.

II Notification of Intention to Return

If the employee desires to accept employment as offered in A above, he/she shall notify the Board of such acceptance, in writing, within fifteen (15) days of receipt of the notification in which event such employment shall continue as provided herein. In default of such notice the Board shall not be required to continue the employment of the employee and the employee will be considered to have voluntarily resigned.

III Termination of Employment

A. Hearing

Any employee who has received notice of termination shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within five (5) days after receipt by the employee of the statement of reasons.

B. Board Determination

The Board shall issue its written determination as to the continued employment or termination of said employee within

seven (7) days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the employee no later than June 30.

C. Appeal to Grievance Procedure

If the employee disagrees with the determination of the Board, he/she may submit the dispute through the grievance procedure as set forth in Article III of this Agreement, and said grievance shall commence at Step 3. In the event said grievance is submitted to arbitration, the arbitrator is limited to either affirming Board action, remanding to the Board for further proceedings or the arbitrator may reverse, modify, or grant appropriate relief from Board action if substantial rights of the employee have been prejudiced because the Board action is:

1. In violation of a Board rule or policy or contract; or
2. Unsupported by a preponderance of the competent evidence in the record made before the Board when that information is viewed as a whole; or
3. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or an unwarranted exercise of discretion.

The arbitrator's decision in such issues is subject to judicial review to determine if the arbitrator acted within the authority specifically stated in the provisions of this agreement which are granted to the arbitrator.

This section of the appeal process shall not be available to probationary employees new to the district.

ARTICLE XVI TRANSFER PROCEDURES

- I A vacancy shall be defined as any position delineated in Article II that is not filled after all employees have been notified of their assignments per Article XV and recall procedures have been completed.
- II All vacancies shall be listed in the official District publication and posted in each building of the district for a period of five (5) working days. Said posting shall contain the following information:

- A. Classification
- B. Location of work
- C. Number of hours

Interested employees must complete the District's application procedure within the five (5) day posting period. The employer shall notify employees of vacancies occurring during the summer months (June, July and August) by sending notice of same to each employee by U.S. mail, provided the employees notifies the personnel office of their desire to be notified and provides self-addressed stamped envelopes for that purpose.

- III Vacancies shall be filled with the qualified employee who has the most district seniority among employees who have recall rights before any employees new to the district are hired.
- IV Within ten (10) days after filling a vacancy, the employer shall make known to all candidates requesting a transfer its decision as to which applicant has been selected to fill a posted position.
- V Employees shall not be placed on a lower step on the salary schedule due to transfers.
- VI If an employee is placed on a lower salary classification of the salary schedule as a result of an involuntary transfer, the employee will be given first consideration for a position at a salary classification from which transferred.
- VII An employee's pay rate shall not be reduced by any temporary change of duties.
- VIII Employees who apply shall be given consideration for any vacancies for District positions not covered by this contract.

ARTICLE XVII INSERVICE

The I.C.E.A. shall form a committee composed of two bargaining unit members. This committee will survey members of the bargaining unit and make suggestions/recommendations to the Superintendent or his/her designee regarding in service opportunities for employees. The committee will meet and present written recommendation to the District no later than June 30 of each school year.

The district will offer and publicize inservice training on CPR, First Aid, CPI and Mandatory Reporting of Suspected Child Abuse to all paraeducators.

ARTICLE XVIII WORK YEAR

The normal work year for paraeducators will be 182 days between August 10 and June 20. The District will provide paraeducators with at least two days beyond student contact days. A day of in-service will correspond to an individual employee's work day. The District will provide the necessary in-service and/or meeting time with teachers prior to the start of the school year. Day(s) not required for in-service training can be used to prepare classrooms, meet with teachers, or used at a later date for optional training, as directed and/or approved by an administrator/supervisor.

ARTICLE XIX NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions(s) of the Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party:

1. If by Association, to Board at 509 S. Dubuque Street, Iowa City, Iowa 52240.
2. If by Board, to Association at 240 Classic Car Court, SW B, Cedar Rapids, Iowa 52404.

ARTICLE XX FINALITY AND DURATION

This agreement supersedes and cancels all previous agreements related to articles in this document between the School District and the Association or any employees and concludes the collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to the collective bargaining law and the understandings and agreements arrived at by the parties are set forth in the Agreement. The relationship between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement.

If any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

The School District and the Association, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter during the term of this Agreement.

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2007.

The salary for the 2005-2006 on Appendix E will be increased by \$.05, if the increase in the IPERS rate is not effective for the 2005-2006 contract year.

The salary for the 2006-2007 school year will be calculated using the staff as of the third Friday in September of 2006. The current salary structure will be increased so that the total package increase will be four (4) percent plus twenty five (25) percent of difference between four (4) percent and the District's 2006-2007 regular programs allowable grow, whichever is larger.

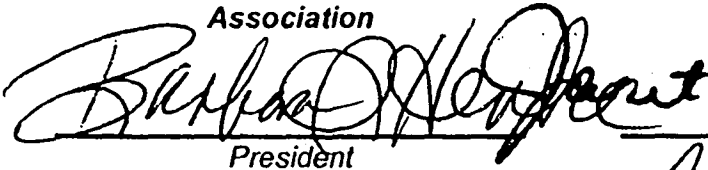
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signature placed thereon, all on the 11 day of May, 2005.

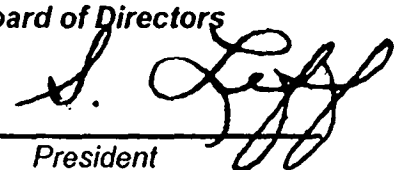
IOWA CITY EDUCATION
ASSOCIATION

IOWA CITY COMMUNITY
SCHOOL DISTRICT

Association

Board of Directors



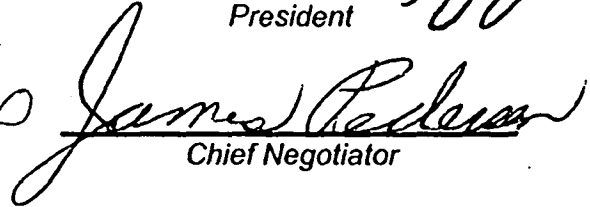


President

President



Chief Negotiator



Chief Negotiator

APPENDIX A
EDUCATIONAL SUPPORT STAFF ASSOCIATION
NEGOTIATED AGREEMENT GRIEVANCE
GRIEVANCE REPORT

Iowa City Community School District

Date Filed

Name of Aggrieved Person

Building

STEP 2

- A. Date violation occurred _____
- B. Section(s) of contract violated _____
- C. Statement of violation _____
- _____
- D. Relief sought _____
- _____
- _____

Grievant's Signature

Date

Disposition of Immediate Supervisor _____

Supervisor's Signature

Date

STEP 3

- A. _____
Signature of Aggrieved Person
- _____ Date Received by Superintendent
- B. Disposition by Superintendent
or Designee _____
- _____

Superintendent's Signature

Date

STEP 4

- A. _____
Signature of Aggrieved Person
- B. _____
Date Submitted to Arbitrator
- _____ Date Received by Arbitrator
- C. Disposition and Award of Arbitrator _____

APPENDIX B **IOWA CITY PARAEDUCATORS** **EVALUATION INSTRUMENT**

EMPLOYEE'S NAME _____ DATE _____

POSITION _____

DIRECTIONS For each criterion, place a check in the column that best describes the employee's performance on each descriptor. **COMMENTS:** If the employee exceeds district standards, please note in the comments section. Specific descriptive comments must accompany any assessment where performance has been marked "Must Improve".

EXPLANATION OF THE SCALE

Must Improve

Performance jeopardizes continued employment in the district

Meets District Standard

Performance is in accordance with district standards

A. The employee understands job procedures and expectations of the attached job description

Must Improve

Meets Standards

1. Comprehends the necessary information needed to perform the various job duties and responsibilities
2. Demonstrates knowledge of the steps to be followed in completing each assignment
3. Understands and adheres to rules and regulations
4. Employee is punctual
5. Employee has a good attendance record
6. Employee completes assigned inservices

Section A Comments:

B. The employee is flexible in handling job responsibilities

Must Improve

Meets Standards

1. Adapts to changes in responsibility
2. Accepts and applies suggestions from supervisory staff
3. Is willing to assume new approaches to job
4. Takes the initiative to learn more about procedures and other information relevant to improving job performance

Section B Comments:

IOWA CITY PARAEDUCATORS EVALUATION INSTRUMENT

Page

C. The employee plans and organizes work well

Must Improve

Meets Stand:

1. Completes assigned duties within designated times
2. Uses work time efficiently
3. Works independently when appropriate
4. Accepts responsibility for all work assigned
5. Communicates ideas clearly and efficiently

Section C Comments:

D. The employee is a cooperative worker

Must Improve

Meets Stan

1. Works well with others
2. Demonstrates positive student rapport

Section D Comments:

SIGNATURES

Employee

Date

Evaluator

Date

NOTE

Employee signature does not necessarily mean agreement with the evaluation. The employee may write a response within 5 days of receiving the written evaluation.

APPENDIX C
AUTHORIZATION FOR PAYROLL DEDUCTION
FOR
ASSOCIATION DUES

I, _____
First Name M.I. Last Name

hereby request and authorize the Board of Directors of the Iowa City School Community District to deduct from my earnings in equal or nearly equal installments, association dues beginning with the next pay period. The Board of Directors will transfer the monthly deduction within ten (10) days following the pay period of each month for me and on my behalf to the treasurer of the Iowa City Education Association. I reserve the right to revoke this authorization by submitting in writing, a thirty (30) day notice to my employer and the treasurer of said organization. If I terminate my employment prior to the last deduction period, I authorize the Board to deduct the total dues payable unless the treasurer informs the Board of Directors in writing that satisfactory arrangements have been made. This authorization will remain in effect from year to year until I rescind it in writing.

Signature

Date

Social Security Number

APPENDIX D

Early Release/Late Start

Scenario One: If school starts late due to inclement weather or for some other emergency, the employee will endure a loss of salary. The employee will be expected to arrive to work at the same relative time before school as in the regular start time, unless the building principal requests that the employee come in earlier. If a paraeducator's normal start time is one hour before the arrival of students, the paraeducator will be expected to arrive at work for a 10:00 a.m. start time at 9:00 a.m.) An employee must take emergency, personal, or unpaid leave in one-hour increments, if he/she can not arrive at his/her modified designated time.

Scenario Two: If school is scheduled to start late and the employee arrives to work and then school is delayed before the school day starts, the employee will be paid for the time they arrive at the job site and the time until the school is rescheduled to start.

Scenario Three: If school is cancelled prior to the regular start of the school day, the employee will not work that day. This day will be worked at a later date.

Scenario Four: If school starts and then the students are dismissed early, and in addition, the Superintendent/designee sends the employees home, the employee will not endure a loss of salary.

Scenario Five: If school starts and then the students are dismissed early, but the Superintendent/designee does not dismiss the employee, the employee may choose to stay or leave, once the students have left the building, the employee leaves the building, the employee must take emergency, personal, or unpaid leave in one-hour increments.

Scenario Six: If school starts and then the students are dismissed early due to heat, the employee is not allowed to leave the building but may find an air conditioned area to work in.

APPENDIX E **IOWA CITY COMMUNITY SCHOOL** **PARAEDUCATORS** **SALARY SCHEDULE**

2005-2006

STEP	CLASS I	CLASS II	CLASS III
1	\$9.11	\$9.26	\$8.85
2	\$9.31	\$9.46	\$9.05
3	\$9.51	\$9.66	\$9.25
4	\$9.71	\$9.86	\$9.45
5	\$9.91	\$10.06	\$9.65

CLASSIFICATIONS

CLASS I **Secondary Supervisory Paraeducators**
Provide service in the library or general supervision in 7-12 secondary schools.

Pre-school Paraeducators
Provide classroom service to Pre-school students.

CLASS II **Special Education Paraeducators**
Provide classroom service to special education students.

Health Paraeducators
Provide general health care to students from the secondary schools' health office. One paraeducator will be provided for each secondary school.

Interpreter Paraeducators
Training in a specialized program in interpreting is required as a condition of employment by the Director of Human Resources/designee. Interpreter paraeducator status will be clearly designated in the job description prior to employment. Provide interpretation services for sensory impaired students. Factors taken into consideration for interpreter status classification will be the amount of training the employee receives and/or needs to perform his/her job duties, the percentage of the day the paraeducator spends interpreting, the needs of the student as outlined in his/her IEP, and the corresponding certification (if available) acquired by the paraeducator. This position pays an additional \$5.50 per hour above the appropriate step in the Class II column.

CLASS III **Elementary Paraeducators**
Provide services in elementary classrooms/areas not specified above.